



Dome Condominium Association, Inc. aka **Bayview Towers**

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Emergency Numbers

For Fire or Medical Emergency: **911**

For Non-Emergency police matters: (305) 891-8111

Emergency number After Hours and weekends: (305) 893-2107

Please follow the instructions and leave a message. Please refrain from calling Board Members and Employees directly, use above numbers only.

Office Hours: Monday - Friday: 9:00am to 4:00pm

A compilation of our Rules and Regulations, dated on _____, including most or all, but not limited to these presented here:

"The building Rules and Regulations hereinafter enumerated will be deemed in effect until amended by the Board of Directors and Unit Owners will at all times abide by said Rule(s) and Regulations and will use their best efforts to see that they are faithfully observed by their families, guests, invitees, staff, lessees and persons over whom they exercise control and supervision" (By-Laws, Art. IX, Sec. 3) Rules and Regulations governing "Inspection and Copying of Association Records" and "participation in Association Meetings" are available in the Association office.

The following contains an excerpt from the Condominium Documents and By-Laws. Please consult these documents for the complete wording. References to "DEC" are to "Declaration of Condominium" and "BL" are to "By- **Laws**".

A. Occupancy of Units

A.1 Each unit may be occupied only as a single-family residence. (DEC 17 A; BL1 Xm 3, A)

A.2 All Residents must have entry fobs in their possession. Residents are not allowed to give any entry to ANYONE who they do not recognize. All Visitors/Guests must enter appropriate Residents' code in tele-entry call boxes to gain access to the property.

A.3 If a Unit Owner desires that another person becomes an additional Occupant, a Certificate of Approval must be filed with the Association by submitting a full Application which includes credit and background checks with applicable payment of fees prior to acceptance by the Association. (DEC17.A)

A.4 A Unit not occupied by the Owner may permit an immediate family member defined as: Grandparents, Parents, Husband, Wife, Siblings, or Adult Children to reside in their Unit during their absence. This must not exceed the number of individuals per Unit as stated in the Declaration (2 people per bedroom). The Owner must supply the Association with a notarized letter with documentation of said family member, giving:

(1) Full name of Occupant (2) Relationship to Owner (3) Name of Spouse or of any other person residing with the Occupant, (4) Telephone or cell number of the Occupant in the Unit to be occupied, (5) Whether the Occupant's name is to be listed on the directory and the Tele Entry

System, (6) Expected duration of occupancy.

A.5 Pursuant to A.4, a Unit Owner or Renter must notify the Condominium Office in advance of any guest expected to occupy the Unit temporarily. In the event the occupancy exceeds 14 days, the Occupant must abide by the conditions stated in section A (A.3).

A.6 A Unit Owner cannot permit a Non-Relative to occupy the Unit in their absence, except under a lease approved in advance by the Association, as provided in Section 18B of the Declaration of Condominium.

A.7 Any new Occupant(s) will be presented with a copy of the RULES and REGULATIONS and sign a form of acknowledgement.

B. Use of Units

B.1 Use of Units for business, professional or other commercial purposes that involves foot traffic, visiting patrons or visiting customers is prohibited. (DEC 17 A; BLIX.3.A.D.M)

B.2 Owners must not use or permit the use of their premises in any manner that would be disturbing or constitute a nuisance to Occupants of other Units (DEC 17.C. BL I X.3.B), Noise levels (televisions, radios, etc.) must be kept to a minimum between the hours of 11:00pm and 7:00am.

B.3 Hanging or displaying any article on the railing of a terrace, on or in a window, on an outside wall, on an entry door to their Unit, or any other location visible from outside the Unit is prohibited, unless provided by law. The only exception to this rule being during the December/January Holiday season from December 15th to January 15th when lights can be displayed on terraces and Holiday decorations can be displayed on Units' doors. Signs, laundry, clothing, or bedding may not be placed on a terrace either temporarily, or permanently. (BL IX.3.K) There must be no-adhesive tape nor reflective film affixed to windows. Window Air Conditioning Units and/or Window Fans are prohibited.

B.4 Awnings, canopies, radio or television antennas, satellite dishes, patio umbrellas, carpet/rugs/tiles, clotheslines, or any other material or item are prohibited to be affixed to or placed upon an exterior wall, floor, or roof of a Unit Owner's terrace. Storm shutters must be approved in writing by the Association prior to applying for a North Miami Permit. Information regarding approved type and design of storm shutters must be obtained from the Condominium Office. (BL. 1 X.3.I)

B.5 There must be no changing of door hardware or design including hardware facing out to common area hallway(s) without prior written consent from the Condominium Office. Doors that are damaged by any party, including but not limited to Fire Rescue, will be the responsibility of the Unit Owner. The Owner is responsible for payment for all repairs/damages.

B.6 Window treatments must be neutral in color facing exterior of apartment, to preserve the integrity and value of the buildings. All window treatments must be maintained in good operating and visual condition.

B.7 No cooking, barbecue grilling, or generator use is permitted on any balcony or terrace of a Unit. (BLI X.3.J)

B.8 No explosive materials or devices may be kept on the premises. No flammable materials or substance may be stored in any part of the common elements. (BL 1 X.3.R)

B.9 Unit Owner who leases their Unit to another party under the provisions of paragraph 18.B. of the Declaration of Condominium is responsible for informing the Renter of the restrictions on use of the Unit, as set forth in these Rules and Regulations. The lease must include a provision for termination in the event the Renter repeatedly violates any of the Rules and Regulations. (DEC 10.B)

B.10 Unit Owners must not allow the spillage, including but not limited to water or bleach from washing the floor of the terrace or from watering of plants. Care must be taken so that no debris falls or is thrown from terraces, including cigarettes. Be considerate of your neighbors and the cars that are parked below.

B.11 It is prohibited to feed pigeons and thus encourage them to fly around the buildings. They are a nuisance that is destructive to our paint and is a source of disease with their droppings.

B.12 Installation of washers/dryers (excluding Penthouses) or a tankless water heater inside the Units is strictly prohibited. Any existing tankless water heater which requires replacement must be replaced with a standard 30-gallon tank. (40 gallons for PH)

B.13 Air conditioning units which require replacement must meet the size and tonnage restrictions compliant with the buildings' mechanical capabilities, and tonnage calculated per square footage. Unit Owners must contact the Condominium Office prior to installation for the tonnage requirements.

C. Guests

C.1 Children must not be permitted to play in the walkways, corridors, stairwells, elevators, recreational areas, or other common elements.

C.2 Each Unit Owner or Renter with children as Guests, is responsible to ensure that at least one Adult Resident must always be present in an area where children are gathered. Such adult must report the name of the Unit Owner or Renter or any child who commits an act of vandalism, or behaviors which result in damage to the property of the Condominium Association. The Unit Owner must be liable for any damage.

C.3 Guest(s) residing in a Unit for more than 14 days, must be registered with the Condominium Office. Guest(s) vehicles parked in our visitors' parking areas for more than 14 days must also register and obtain a guest parking pass which must be displayed on their vehicle's dashboard. Any vehicle displaying an expired guest parking pass will be towed at vehicle Owner's expense after a 24-hour courtesy notice is affixed to the vehicle.

D. Common Elements

D.1 Common elements comprise all portions of the Condominium Property that are not contained within the walls of any Unit or within the terrace of any Unit. No structural changes are to be made to the common elements of the Condominium - terraces included. (DEC 8,9) Tile, outdoor carpet, painting, or any other material is prohibited to be applied to the surface of terrace.

D.2 Personal property may not be stored in any part of the common elements; except that personal property which may be stored in the enclosed locker room on each floor assigned to each Unit. Personal property may not be placed on the floor of a locker room. (EL IX.3.K) After 1 week notice is given by the Condominium Office, those items found stored outside of the lockers will be discarded.

D.3 Laundry rooms must be used only for the washing and drying of laundry in accordance with

the posted rules. After each use of the dryer, the user must remove the lint and turn off the lights before vacating the room. (BL IXC.3. P) Laundry rooms are for Residents' use only. Contractors are prohibited from entering the laundry rooms. **Use of laundry sink is for Residents and their clothing only. No bathing of any pets or any other known potentially "drain-clogging" usage is prohibited. Oversized items that overload the capacity of the machines, i.e., pets' bedding, comforters.**

D.4 Unit Owners and Guests must be properly attired. Attire to include proper casual wear, shirts/blouses, shorts, pants, and shoes, etc. when in hallways, main lobby, and all public rooms. Non-covered bathing suits are prohibited inside the buildings. Footwear must always be worn within the buildings, including elevators and laundry rooms.

D.5 No residency and/or sleeping in any common areas including but not limited to stairwells, lounges, library, lobbies, unless indicated as a protective measure during a catastrophe.

D.6 In addition to the posted Trash Rooms Rules the following must be strictly observed:

- a) Discarding of grease down sink drains is prohibited. Grease in more than nominal quantities (for example, from frying) must first be frozen and then placed in sealed plastic bags prior to being discarded down the trash chute.
- b) Recycling has been suspended in the trash rooms on each floor. Anyone participating in recycling of items must place them in the recycle bins located in the ground level trash rooms.
- c) Light cardboard containers (cereal boxes, egg cartons, milk and juice cartons, pastry boxes, pizza boxes, etc.) must not be mixed with newspapers or placed in the container; all must be collapsed and dropped down the chute.
- d) Cardboard boxes or any other items that are too large to go down the chute after being collapsed must be carried down by the Unit Resident to the street level and placed in the main trash room between the hours of 8:00 am and 4:00 pm on weekdays and from 8:00 am to 12:00 pm on weekends and holidays. Discarding of exceptionally large articles (mattresses, furniture, etc.) on property outside of individual units is prohibited. Unit Owners are responsible for removal of the items from premises. A charge will be assessed to the Unit Owner if this rule is violated.
- e) Articles that are likely to be blown around when trash and garbage is being loaded onto the collection trucks must not be dropped loosely down the chute; tie them up securely.
- f) A/C filters, boxes, recyclables, or any other discarded items are prohibited from being left on the floor or anywhere in hallway trash rooms.
- g) Unit Occupants must instruct their personal staff and other household help regarding rules for use of trash rooms. The Unit Occupant will be held responsible for all violations of these regulations.

D.7 In accordance with the Fire Dept. and for your own security, all apartment doors leading to the common areas must always be kept closed including laundry, trash room, and stairway exit doors. No personal articles, such as doormats, shopping carts, plants, etc. may be kept in hallways or stairwells at any time. Air Conditioning closets may not be used for storage of any kind. Flammable or explosive materials must not be stored at any time. Any personal items stored in any of the aforementioned areas will be discarded by Management only after notice is given to Owner and items are not removed by Owner. Locking Air Conditioning/Water Heater closets is prohibited.

D.8 Every Member of the Community should be alert to unsatisfactory conditions in the common elements, such as the need for removal of graffiti, defacements on walls or other surfaces, burned-out light bulbs, and obstructions in hallways or stairwells. Anything that detracts from the

appearance of the property should be reported immediately in writing to the Condominium Office.

D.9 No person, except an Association employee or an employee of an outside vendor employed by the Association, may move, or remove furnishings or other property of the Association into or out of the common elements. No personally owned furniture or other article may be placed in the lobby or other common elements without the express approval of the Board of Directors.

D.10 It is prohibited to bring external shopping carts from local businesses on property.

D.11 Doors and hardware are common elements. Owners and Renters are not allowed to use electronic door locks. Any unit utilizing electronic door locking systems will have 30 days to remove the device after receiving notice in writing from Management.

D.12 Any Unit for sale or rent is not permitted to display an electronic lock box or combination lock box at the Unit's door or any common areas. Any Unit Owner or Renter that requires a registered lock box outside of the door for health emergencies should notify the Condominium Office.

D.13 It is prohibited to use the Emergency Fire Doors to enter or leave the buildings except during an emergency in the building.

D.14 Bicycles, skateboards, roller blades, roller skates and scooters are strictly prohibited to be used in the buildings. Entering or exiting the buildings must only be through rear freight elevator.

D.15 Smoking is prohibited in all common areas, including fire stairways and rear elevator building alcoves.

E. Recreational Facilities

E.1. Use of the recreational facilities to include pool, gym, lounge, and library, will be denied to any person whose behavior is disruptive to other users or interferes with the quiet and peaceful enjoyment of the recreational facilities by others.

E.2 Any gathering open to the entire Association can be permitted to bring food and drink to the lounge, library, or lobby only.

E.3 Rules for the use of the pool table must be adhered to. When a meeting is being held in a recreation room, playing at the pool table is not permitted. Children under the age of 12 years cannot use the pool table. All use of the pool table is to be finished by 11:00 p.m. Guests using the pool table must be accompanied by an Owner or Renter.

E.4 The library and recreation/lounge rooms must be closed, and lights extinguished no later than 11:00 p.m. The gym will be available to residents 24/7 with fob entry.

E.5 In recreational facilities trash must be placed in trash receptacles.

E.6 No bathing suits, bare torsos or bare feet are allowed in the gym. Closed shoes with rubber soles must always be worn while in the gym. No children under 18 are permitted to use the gym due to insurance liability. Equipment should not be used for more than 30 minutes to assure availability for the next user. Only Owners and Renters can use the gym. No guests or visitors are allowed in the gym. Trainers or instructors are prohibited to conduct business in the gym.

E.7 All persons using the swimming pool and/or saunas do so at their own risk. There is no Lifeguard on duty.

E.8 Persons using the pool area and/or saunas do so with the understanding that the Association

is not liable for any accident, injury, loss, or damage to personal property, or for any actions of whatever nature occurring within the pool area.

E.9 Only Owners, Renters and their invited Guests can use the swimming pool. Unit Owners and Renters will be allowed a maximum of 4 Guests within the pool area, lounges, and library. Unit Owners will be responsible for the behavior and actions of their Family Members, Guests, Employees, Occupants or Renters.

E.10 Pool hours and rules will be posted at the pool. The pool may be closed at any time due to inclement weather, breakdowns, or other operational difficulties. Any pool closings will be posted at the Pool entrances.

E.11 Children 14 years of age and under must always be accompanied by a responsible adult in the pool area.

E.12 Individuals having colds, coughs, inflamed eyes, infections, open sores or wearing bandages are prohibited from utilizing the pool or saunas.

E.13 Proper bathing attire must be worn by all swimmers. Absolutely no use of the pool will be allowed by people wearing street clothes or any other attire not suitable for swimming. Proper dry attire is required when entering the buildings, the elevators, or lobbies from the pool. Shirts and shoes must always be worn. A towel must cover the lounges and chairs prior to laying or sitting on them.

E.14 Children, regardless of age, who are not toilet trained, and any other persons who are incontinent, cannot use the pool unless they are wearing leak-proof protective diapers and swimwear. Cloth or disposable diapers will not be permitted.

E.15 No food and no beverages in glass containers are allowed in the pool area. Only beverages in paper, plastic, or metal containers may be consumed. All refuse must be placed in trash containers provided.

E.16 No play equipment, toys, inflatable rafts, sporting equipment, including scuba gear permitted in the pool area.

E.17 No pets are permitted in the pool and/or pool area at any time.

E.18 Diving of any kind or jumping, into the pool, is not permitted. Running, pushing, rough play, ball throwing, screaming, or yelling in the pool area is prohibited. No radios or other noise making devices without earphones will be permitted in the pool area. Cell phones may be used, but at a low level so that others in the vicinity are not disturbed.

E.19 Smoking at the pool is permitted only in the designated smoking section located behind each cabana.

E.20 The heating coil and light in each sauna room must be turned off when the room is not occupied. Wet bathing suits or other clothing may not be left in the sauna room to dry. No water should be poured on or in the sauna room heating element. No one under the age of 18 years is permitted in the sauna unless accompanied by an adult.

E.21 The Association reserves the right to forbid access to the pool area to those persons who

violate the rules. All persons must obey the rules. They are there for your protection and safety so that all can enjoy their time at the pool.

E.22 All persons entering or leaving the pool area must utilize the outdoor side gate; not enter through the Recreation Rooms.

E.23 Entering the buildings and/or elevators wet or wearing bathing suit attire is prohibited.

E.24 All recreational facilities will be subject to closure when there are the following special conditions: public health emergencies, weather conditions, support equipment not operational.

F. Parking

F.1 Parking spaces were assigned to the unit at the time of the original sale by the Developer, and the right to use a designated parking space passes as an appurtenance with each subsequent sale to a new Owner. A Unit Owner officially may not transfer or assign use of the parking space identified with their unit except in connection with the sale of the unit. (DEC 9.A. BL IX.3. N)

F.2 Parking in a space assigned to another Unit Owner is prohibited. A Unit Owner who does not wish to use their assigned space may give written permission to another unit owner to park therein, either for a specified temporary period or for an indeterminate time. A copy of such written permission must be filed by the Owner(s) with the Condominium Office. Such permission must terminate with the sale of the unit to another party, if not terminated sooner by the Grantor of the permission.

F.3 Vehicles must park "head-in" to parking space when parking; backing into the parking space is not permitted. The vehicle must be parked inside the lines marking the boundary of the parking space. Violators of this rule are subject to towing at Owner's expense.

F.4 Non-commercial vehicles belonging to Resident(s) or to their Guests may stand in the striped areas at rear entrances behind elevators of each building only long enough to permit passengers and luggage to be loaded or discharged. Vehicles parked in this area longer than the 15 minutes posted are subject to towing at Owner's expense.

F.5 Commercial or service vehicles may stand in the striped areas at rear entrances during the time required for delivery or pick-up of goods, materials, tools, or equipment for a period not to exceed fifteen (15) minutes. Vehicles parked in this area longer than the 15 minutes posted are subject to towing at Owner's expense.

F.6 Front porte-cochere is for passenger pick up and drop off only. All deliveries, groceries, etc. must use back entrances. No vehicle should be left unattended at the building porte-cochere. Any vehicle left unattended will be towed immediately without any warning and at Owner's expense.

F.7 Parking in front of and obstructing fire water pumps in rear of buildings (red and blue pumps in white fenced area) is prohibited.

F.8 A truck or other vehicle longer than twenty (20) feet or wider than seven (7) feet is considered commercial and may not be parked in an assigned parking space or in a guest parking space. Any pick-up or flatbed truck must have a cover if garbage or construction materials are visible. Any cars or trucks with any advertising displayed is prohibited.

F.9. A vehicle not in operating condition, because of need for repair or replacement of parts, with

an expired license tag, or proved to be abandoned may be left only temporarily on Condominium Property, in a parking space assigned to a unit or in a guest parking space. Resident will be given a warning time of two weeks to place the automobile in operating condition or will be towed at Owner's expense.

F.10 Should your vehicle leak oil or fluids, it must be repaired immediately. The Condominium Office must be notified to have the parking surface cleaned in order to preserve the parking surface.

F.11 Washing of automobiles, or mechanical repairs is prohibited on property.

F.12 Traffic is One Way from North to South through the driveways, gated parking lots, and is always 5 MPH.

F.13 All approved Owners, Renters and Occupants must have their vehicles registered with the Condominium Office to be issued a parking decal. The decal must be placed in the lower left rear window on driver side of vehicle. These decals are to identify all authorized vehicles to be parked on Dome Condominium Association Property.

F.14 Motor bikes may be parked in front of Unit Owner's car in their assigned parking space as long as the vehicle does not protrude into the drive area. There are designated parking sections for motor bikes located at the north and south ends of the underground garage and at the south end of the upper-level parking deck. Parking spaces cannot be used as storage space for the following including but not limited to items: home furnishings, sports equipment, boats, kayaks, trailers, etc.

F.15 Bicycles must use the bike racks located at the north end of the underground garage. It is prohibited to lock bikes anywhere else on property including any railing or fencing. Any bikes locked other than on bike rack will be cut by the Association and relocated to a bike rack. Owners, Renters or Occupants will be responsible for the replacement or damages to fencing. All bikes must enter strictly through the rear of the buildings and utilize the service elevators. Entering or exiting bikes using the Lobby is prohibited.

F.16 Overnight stays in any type of vehicle/motor home is prohibited on property and will be towed at Owner's expense.

F.17 Parking spaces cannot be utilized for the business of selling vehicles.

F.18. A permanent parking decal will be issued to Unit Owner for each reserved parking space. Any Unit Owner requiring an additional parking decal for an Occupant will be issued a Visitor parking decal.

F.19 The Association provides two parking spaces at the rear of the buildings for disabled persons. These spaces are designated for visitors use only. Vehicles parked in those spaces must display an unexpired official tag or license plate.

G. Restricted Areas

G.1 Entry to Elevator Machinery Rooms, Pump Rooms, Telephone Terminal Rooms, Electrical Rooms, Meter Rooms, Roof of each building, and other areas used primarily or solely for utility or service functions is prohibited to all persons except employees of the Association and personnel employed or authorized by the Association to provide maintenance and repair services.

G.2 Exiting and entering the building using the Emergency Fire Doors from the stairwell, except during an emergency evacuation, is prohibited.

H. Animals – (Residing and Visiting)

H.1 No dogs of any kind may be maintained, kept, or harbored in the condominium, including dogs accompanying visitors. Harboring animals of any kind in or out of cages on terraces or in common areas is prohibited.

H.2 The only pets that are allowed are cats, small birds, and tropical fish, provided such pets are not a nuisance or annoyance to other residents. (DEC 17.B. BL. IX.3.F)

H.3 Emotional Support Animals (E.S.A.): As of July 1st, 2020, the Association is abiding by FS 760.27 which allows for Reasonable Accommodation Requests to be made for Emotional Support Animals to the extent required by federal law, rule, or regulation. This Florida Statute section borrows many of the same concepts contained in the Fair Housing Act (“the Act”); Section 504 of the Rehabilitation Act of 1973 (“Section 504”) and the Americans with Disabilities Act (“ADA”). The Association is allowed to request information supporting a person’s need for an E.S.A. Prior to any E.S.A. arriving on property, the following must be submitted to the Condominium Office for approval:

- A letter from a licensed provider with knowledge of the person making the request. An identification card, patch, certificate, or similar registration obtained from the Internet, by itself, is not enough to establish a disability or a disability-related need for an E.S.A.
- Proof of compliance with Florida, Miami Dade County and City of North Miami with necessary licensing and vaccinations.
- Name of and a current picture of the E.S.A.
- Name and all contact information for the Veterinarian caring for the E.S.A.

H.4 A person with a disability or a disability-related need is liable for any damage done to the premises or to another person on the premises by their E.S.A.

H.5 E.S.A.’s request for reasonable accommodation MUST be submitted along with Buyer’s, Renter’s, or Occupant’s application. Requests deemed fraudulent by will be rejected.

H.6 An E.S.A. is not exempt from general licensing and vaccination rules that apply to all animals in the specific jurisdiction of Dome Condominium. The Association has a responsibility to maintain this information and update it annually for all dogs over 4 years old.

H.7 Dogs must be leashed and under the control of the Owner once outside of their residing Unit.

H.8 It is prohibited to harbor an allowable pet or E.S.A. on property that exhibit behaviors deemed as nuisance or dangerous.

H.9 Any infraction of these rules may result in a fine.

I. Employees

I.1 No Unit Owner or other Resident may direct or in any way attempt to assert control over any employee of the Association, unless specifically authorized by Condominium Office to do so. (BL IX.3.U)

I.2 It is prohibited for an employee to conduct any work on in any Resident’s Unit at any time. Employees of the Association are prohibited from conducting any work which is not authorized by Management. Any work

which is required by the Association will be authorized by the Condominium Office in writing.

J. Security & Fire Safety

J.1 Do not allow access to any unknown individual. Individuals must use tele-entry system and be “buzzed in” by a Resident thus, allowing them access to the buildings.

J.2 In accordance with Fire Department Regulations all doors in corridors and apartment doors must be kept closed except when someone is entering or leaving. Unit doors must be kept locked for security reasons, whether the Resident is present or not.

J.3 Opening of Unit doors to allow non-emergency smoke from (i.e.: cooking) to escape into hallways is prohibited. Additionally, excessive burning of candles is prohibited which causes triggering of the Fire Alarm. Open your windows or terrace door to allow smoke to escape. In the event a Resident opens their unit door, and the fire department responds, the false alarm fee assessed to the Association will be charged directly to the Owner.

J.4 Fire alarm speakers, located in each unit’s bedroom(s) and living area, is prohibited by law to be removed for any reason (i.e.: painting, relocating, etc.) Disconnecting this speaker causes an alarm to the call center. A reconnect fee assessed to the Association will be charged directly to the Owner.

J.5 Electronic Entry Devices (FOBs) for access to the property and buildings can only be purchased by Owners. Renters and Occupants must have written permission from Owner to purchase entry FOBs.

J.6 Locks are prohibited on hallway Air Conditioning/Water Heater closet doors. If not kept unlocked any locking devices will be removed by the Condominium Office and replaced at Owner’s expense.

K. Emergencies

K.1 In the absence of a Resident of a Unit, it may become necessary, for the Association, to gain entrance to a unit to deal with leaks and or other emergencies. For that reason, each Unit Owner, Renter or Occupant must keep the Condominium Office informed, in writing, of the name, address and telephone number of at least one other individual (preferably another Unit Owner in either building) who has possession of a spare key to the unit. Alternatively, **you must leave a key with the Condominium Office.** In the event the Association needs access due to an emergency and a key is not available, the Association is not responsible for any damages incurred to units’ doors or adjacent surfaces when entering the unit.

K.2 In case of an elevator stoppage, any individual caught in the elevator should push the Emergency Call Button located in each elevator on the lower section of the panel. This activates telephone communication with the Elevator Company. The first person to become aware that an elevator with passengers has stopped between floors should take the following action in the order listed:

a) Telephone or otherwise notify the Condominium Office: **(305-893-2107)**. This is considered an emergency for an after-hours call.

- b) Notify any employee of the Association who may be in the vicinity.
- c) Let the Occupants of the elevator know what action is being taken.

L. Payments

L.1 Regular or Special Monthly Assessments payable by Unit Owner(s) for their respective shares of the expenses in the annual budget are made for the calendar year annually in advance, on or before December 20. Such charges are due in twelve (12) equal monthly installments, payable on the first day of each month. Payments are the fiscal responsibility of each Unit Owner. In the event the annual maintenance charges prove to be insufficient, the Board of Directors may amend the budget at any time. (BL V11.4, BL IX.3.T) Checks, made out to Dome Condominium Association, Inc. should be submitted in the envelopes provided as per annual instructions. You may elect to set up electronic (EFT) payments, or online banking. Monthly payments for each unit are due and payable on the first day of each calendar month and considered late after the tenth day of each month. A late fee may be imposed on the eleventh day of the month.

L.2 No Monthly Maintenance Assessments will be accepted in the office, unless exceptions are granted for special circumstances approved by the Board of Directors.

L.3 If on three (3) occasions during a calendar year a Unit Owner is in default by reason of failure to pay Monthly Regular or Special Assessment by the Tenth day of month, the Board of Directors may accelerate the remaining monthly payment(s) for the calendar year upon notice thereof to the Unit Owner. The unpaid balance of the charges for maintenance assessment payments for the calendar year will then become due upon the date stated in the notice but not less than fifteen (15) days after the delivery of or mailing of such notice to the unit owner (DEC 1 -, BL VII. 7.B I.X)

L.4 The Association may impose a fine to any Unit Owner, if the Owner, a Member of their Family, a Guest, an Employee, Contractor, or a Renter repeatedly violates any of the Rules and Regulations (DEC 2, BL II.6).

M. Repairs and Alterations (refer to contractors' packet)

M.1 No Unit Owner may make or cause any structural alteration to their Unit in the building, including, but not limited to terraces. Required structural alterations must be approved by the Board of Directors. All permits must be displayed on the Owner's front door until such permit has been closed by the City of North Miami.

M.2 The Owner must submit a fully executed Contractor's Package provided by the Condominium Office, with all applicable deposits and permits, prior to any construction commencing within the Owner's Unit. All Contractors must provide required licenses, Liability Insurance in the amount of not less than \$1,000,000.00, proof of Automobile Insurance and Workers Compensation Insurance. Dome Condominium must be named as additional insured as applicable prior to the commencement of any construction on property.

N. Moving and Deliveries

N.1 Moving and Delivery hours are between the hours of 9:00 am to 4:00 pm Monday thru Friday. There is no moving in or out and no deliveries, of furniture or large appliances permitted over the weekend or

official holidays.

N.2 All moves, and deliveries must schedule an appointment with the Condominium Office to secure the elevator 48 hours in advance and name Dome Condominium Association, Inc as an additional insured and provide to the Condominium Office prior to the move or delivery.

N.3 All moves, and deliveries must only be made strictly through the rear service elevators located at the rear of the buildings.

N.4 A security deposit of \$250 plus Liability Insurance naming Dome Condominium Association as additional insured must be submitted to Condominium Office prior to moving in or out or for deliveries. The deposit will be retained until the move is completed and upon confirmation of any applicable damage.

O. Rentals

O.1 A Unit Owner may not rent a unit during the first twelve months of ownership. No unit shall be leased for less than six months or more than one year. (DEC 18.B)

O.2 All Leases will be on an annual basis. Maximum rental allowance is for three (3) consecutive years providing that the Renter is in good standing with the Association. A new lease Agreement must be provided each year by the Unit Owner to the Condominium Office within 60 days prior to the expiration of the existing lease. Initial and all renewals will be approved by the Board of Directors.

O.3 Those Owners qualifying to rent their Unit must be in good standing financially and not be in violation of the Condominium Documents.

O.4 A ten percent (10%) maximum of the existing 328 Units will be allowed for rental. Once the maximum allowable of Units have been rented, all other Owners wanting to rent their Units will be placed at the bottom of the Rental Waiting List, but not before the 13th month of Unit Ownership. Requests must be made in writing, preferably by email, to the Condominium Office for Unit Owners to be added to the bottom of the Rental Waiting List.

O.5 A Unit Owner renting their unit must have an all-inclusive appliance, plumbing and electrical repair contract. Renters must carry Renter's Insurance and provide proof of all insurances to the Condominium Office.

O.6 Short term rentals of any kind are strictly prohibited.

P. Contractors Working in Units

P.1 All Contractors and Handymen must register in the Condominium Office each day prior to the commencement of their workday. A badge identifying the Unit where the Contractor or Handyman is working will be issued. All construction must be done on property Monday through Friday from 9:00 am to 4:00 pm. Construction and moving of construction materials on the property will be prohibited weekdays prior to 9:00 am and after 4:00 pm, and at all times during weekends and official holidays.

P.2 All Contractors must fill out the proper documentation along with the application presented by the Unit Owner.

P.3 All applicable Permits from the City of North Miami must be presented along with the work application. For the duration that work is being conducted, all applicable City of North Miami Permits must be displayed on the front unit door until the work is completed. The approval by the Association will be limited to the scope of work stated in the application. Contractors and Owners must inform the Association of any additional work to be contracted for in the Unit.

P.4 All Contractors must use the service elevator with the padding installed. Upon completion of the project, Unit Owner will inform Management at the Dome Condominium Office, to schedule a walk-through of the hallways, elevators, trash room and sink in laundry room in order to close the file. The \$1,000.00 deposit will be returned to the Unit Owner, less any monies owed due to damages, if applicable.

P.5 Contractors must off-load all their equipment and materials at the rear of each building in the loading zone area. All trucks must park in the Service spaces by the entrance gate. If parking is not available at said location, trucks and vans must be parked off-site.

P.6 In the event a Unit door is opened during construction and the Fire Alarm is activated, all costs charged to the Association by the Fire Department will be paid by the Unit Owner.

P.7 Tampering or removal of any Fire Alarm Notification equipment is prohibited. Speakers are located in each Unit in the living room and bedroom(s). This constitutes a Violation defined by *Chapter 9 of the 2010 Florida Building Code*. Unit Owner violators will be charged any or all costs imposed by the Vendor and/or the Fire Department.

P.8 Ram or Masonite Board to cover hallway and freight elevators flooring must be used each day of the project from the Elevators to the Unit where work is being conducted. Covers will extend 4 inches off each wall and run to the individual Unit including service elevator. No Contractors may take tools or supplies to any floor before the covers have been laid in the common areas.

P.9 Contractors are prohibited from entering the laundry room. Use of laundry sink is for Residents use only.

P.10 All Contractors and/or Owners are responsible for the removal of all construction debris off-site. The use of trash chutes and/or garbage room(s) is prohibited for the disposal of any construction debris. Owner will be responsible for the cost of removal of such debris.

P.11 Any Contractors not following the Condominium RULES and REGULATIONS will be removed from the property immediately, and not allowed back on-site.

In the interest of maintaining an attractive Condominium Community, any Unit Owner or Occupant who observes any infraction of any of these Rules and Regulations should report the infraction in writing to the Condominium Office.